

2-10779
Contract # 191

09-06

AGREEMENT

Between

Jersey City, City of
CITY OF JERSEY CITY, (HUDSON COUNTY,) NEW JERSEY

and

JERSEY CITY UNIFORMED FIRE FIGHTERS ASSOCIATION

LOCAL 1066, IAFF, AFL-CIO, CLC

X JANUARY 1, 1988 through and including DECEMBER 31, 1990

PACHMAN & GLICKMAN, P.A.
634 Summit Avenue
Jersey City, New Jersey 07306
(201) 792-0300

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PREAMBLE

THIS AGREEMENT, entered into this, the 28TH day of
APRIL, 1988, by and between the CITY OF JERSEY
CITY, in the County of Hudson, New Jersey, a Municipal
Corporation of the State of New Jersey, hereinafter called
"the City", and the UNIFORMED FIRE FIGHTERS ASSOCIATION OF
JERSEY CITY, LOCAL 1066, IAFF, AFL-CIO, CLC, hereinafter
called "the Union", represents the complete and final
understanding on all bargainable issues between the City and
the Union.

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ARTICLE 1

RECOGNITION

A. The City hereby recognizes the Uniformed Fire Fighters Association of Jersey City, Local 1066, I.A.F.F., AFL-CIO, CLC, as the exclusive collective negotiations agent for all non-supervisory Fire Fighters employed by the City.

B. The title "Fire Fighter" will be defined to include the plural as well as the singular, and to include males as well as females.

C. The title "Fire Fighter" will be used on all Departmental and City communications.

D. In emergency circumstances, a Fire Fighter may be required to work as an Acting Captain, which status shall be governed by this Agreement.

E. The City agrees not to enter into any other Agreement or contract with its Fire Fighters as defined in Article 1A of the Agreement, individually or collectively, which in any way conflicts with the terms and provisions of this Agreement.

F. The City agrees that in the event of a recommended change in the classification of a position in the Jersey City Fire Department, it will notify the Union fifteen (15) days prior to its submission of the recommended change to the Civil Service Commission.

G. The provisions of this Agreement will govern, where

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specifically applicable; any inconsistent rules, regulations or ordinances, or any other provision or manual notwithstanding. The City will cause to be drafted and put into effect all necessary ordinances to make existing ordinances consistent with the Agreement.

H. Fire Fighters will retain all Civil Rights under the New Jersey State law and Federal laws.

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ARTICLE 2

MAINTENANCE AND MODIFICATIONS OF WORK RULES

A. All conditions of employment relating to wages, hours of work, and general working conditions contained in the rules and regulations of the Fire Department, Ordinances or Resolutions of the City pertaining to Fire Fighters, or directives from the office of the Fire Chief, or Director of Fire, which are of universal application within the Fire Department, currently in effect, will be maintained for the life of this Agreement, except as effected by the modification of the work schedule as set forth in Article 9 herein.

B. Proposed new rules or modifications of existing rules governing working conditions, as set forth above, which are not exclusively within the discretion of management, will be negotiated with the majority representative prior to implementation.

C. The parties understand that Fire Fighters are required by the Employer to contribute financially to communal meals in the Fire Houses at a charge equal to the value of the meals, irrespective of whether the Fire Fighter chooses to eat the meals.

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ARTICLE 3

UNION PRIVILEGES

A. Accredited representatives of the Uniformed Fire Fighters Association of Jersey City, Local 1066, I.A.F.F., AFL-CIO, CLC, not to exceed three (3), will be permitted to visit Fire Headquarters, the Office of the Director, Fire Stations, Central Office , or Training School, for the purpose of observing working conditions or assisting in the adjustment of grievances. When the Union decides to have its representatives enter the City facility or premises outlined above, it will request such permission from the appropriate City representative, and such permission will not be unreasonably withheld, provided further that there will be no interference with the normal operations of the business of City Government or the normal duties of Fire Fighters. Before entering the Office of the Director, the authorized representative will notify the Director, or in his absence, his authorized representative, of their desire for a meeting.

B. Fire Fighters who are officers, delegates or alternates of the Union, not to exceed seven (7), will be granted time off to attend State and International IAFF conventions authorized by the State law for the duration of the convention and reasonable travel time, without loss of pay.

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C. Two (2) Fire Fighters will also be granted time off to attend State and local meetings, and meetings of the Hudson County Central Labor Council, provided that Departmental operations are not impeded by the granting of such request, in accordance with current practice.

D. Two (2) Fire Fighters of the Union will be granted time off to attend State and local legislative sessions, provided no other provision of this Agreement is violated by this action.

E. The Executive Board members and house stewards will be granted time off to attend regular monthly and/or special meetings of Local Union #1066, provided that Departmental operations are not impeded by the granting of such request.

F. Up to five (5) Fire Fighters will be released from normal duties for such negotiations sessions as are mutually scheduled and will suffer no loss of regular pay thereby.

G. The President of the Union and his designee will be assigned to special duty, day tour, and, except in emergencies, will be entitled to administer the provisions of this Agreement. The President and his designee will report their location by telephone to the Office of the Chief. When the designee is on vacation, the President shall have the right to designate an alternate Fire Fighter to assist him during said vacation periods.

H. Fire Fighters, not to exceed two (2), who are elected officers, delegates, trustees and/or alternates of

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the Union, shall, upon approval of the Director, or his designee, be given time off to attend seminars. All costs of said seminars will be at the expense of the Union, which, in the discretion of the Director, are of value to the Department and the Union.

I. Fire Fighters granted time off pursuant to Paragraph D, E and F of this Article will be required to report to work, and will be released for the duration of the function or meeting only.

J. Time off will be granted four (4) Fire Fighters of the Fire Department to attend the funeral services for a Fire Fighter killed in the line of duty within the State of New Jersey.

K. Time off will be granted one (1) Fire Fighter of the Fire Department to attend the funeral services for a Fire Fighter killed in the line of duty outside of the State of New Jersey.

L. A marked car will be granted the Union to be used for said services, at the discretion of the Director of Fire.

M. I.A.F.F. Local 1066 will be permitted to maintain offices at 139 South Street. However, if the City deems it necessary to sell or utilize said building for other purposes, I.A.F.F. Local 1066 will be provided with comparable office space.

N. The City will permit the installation of bulletin

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N. The City will permit the installation of bulletin

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boards, at the expense of the Union, in all Fire Houses, for the exclusive use of the Union.

O. The implementation of the above Section does not preclude the posting of official departmental communications on said bulletin boards.

P. The City will endeavor to provide at its expense parking facilities for Fire Fighter personnel while on duty, wherever possible.

Q. The City will provide transportation to and from fire scenes or relocations.

R. The City will permit pay phones to be installed in all buildings where Fire Fighters are employed, for the exclusive use of the Fire Fighters, at no expense to the City.

S. Emergency calls will be passed through to all Fire Houses.

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ARTICLE 4
LEAVES OF ABSENCE

A. A leave of absence, without pay, for up to six (6) months may be granted for good cause to any Fire Fighter who has been employed for a period of one (1) year. Said leave will be granted at the discretion of the City. The leave will be extended for up to an additional six (6) months. Such leave will not be arbitrarily withheld.

B. The Union will be notified immediately of the leave of absence of any of the Fire Fighters within the bargaining unit, also any extensions.

C. Fire Fighters on leave of absence will not earn vacation time during such leave. Fire Fighters' annual vacation leave will be pro-rated on a monthly basis.

D. The annual vacation leave, in accordance with Article 10, will be pro-rated, based upon the months actually worked.

E. Fire Fighters on leave of absence will not receive paid or compensatory holidays during such leave. Holiday time granted pursuant to Article 21 will be reduced by the percentage of the year during which the Fire Fighter was on leave. Both compensatory and paid days will be reduced pro-rata to effect the total reduction.

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ARTICLE 5

DUES DEDUCTION

A. The City agrees to deduct from the salaries of its Fire Fighters subject to this Agreement dues for the Union. Such deduction will be made in accordance with Chapter 310, Public Laws of 1967, N.J.S.A., R.S. 52:14-15.9(e), as amended. Said monies, together with the records of any corrections, will be transmitted to the Union office by the fifteenth (15th) of each month following the monthly pay period in which the deductions were made.

B. If, during the life of this Agreement, there will be any change in the rate of Fire Fighters' dues, the Union will furnish to the City written notice thirty (30) days prior to the effective date of such change.

C. The Union will provide the necessary check-off authorization forms and deliver the signed forms to the Fire Department office. The Union will indemnify, defend and save the City harmless against any and all claims, demands, suits or other forms of liability that will arise out of or by reason of action taken by the City in accordance with the instructions of the Union pursuant to this Article.

D. Pursuant to Chapter 295 of the Laws of 1977, the City will not deduct dues from the salaries of any Fire Fighters in the negotiating unit for an organization other than the Union. Further, the City agrees to terminate

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all existing dues deductions from unit Fire Fighters for organizations other than the Union on July 1 following a request to do so by the Union.

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all existing dues deductions from unit Fire Fighters for organizations other than the Union on July 1 following a request to do so by the Union.

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ARTICLE 6
REPRESENTATION FEE

A. Purpose of Fee. If a Fire Fighter does not become a member of the Union during any membership year (i.e., from September 1 to the following August 31) which is covered in whole or in part by this Agreement, said Fire Fighter will be required to pay a representation fee to the Union for that membership year. The purpose of this fee will be to offset the Fire Fighter's per capita cost of services rendered by the Union as a majority representative.

B. Amount of Fee

1. Notification. Prior to the beginning of each membership year, the Union will notify the City in writing of the amount of the regular membership dues, initiation fees and assessments charged by the Union to its own members for that membership year. The representation fee to be paid by non-members will be equal to 85% of that amount.

2. Legal Maximum. In order to adequately offset the per capita cost of services rendered by the Union as majority representative, the representative fee should be equal in amount to the regular membership dues, initiation fees and assessments charged by the Union to its own members, and the representation fee has been set at 85% of that amount solely because that is the maximum presently

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allowed by law. If the law is changed in this regard, the amount of the representation fee automatically will be increased to the maximum allowed, said increase to become effective as of the beginning of the Union membership year immediately following the effective date of the change.

C. Deduction and Transmission of Fee

1. Notification. Once during each membership year covered in whole or in part by this Agreement, the Union will submit to the City a list of those Fire Fighters who have not become members of the Union for the then current membership year. The City will deduct from the salaries of such Fire Fighters, in accordance with paragraph 2 below, the full amount of the representation fee, and promptly will transmit the amount as deducted to the Union.

2. Payroll Deduction Schedule. The City will deduct the representation fee in equal installments, as nearly as possible, from the paychecks paid to each Fire Fighter on the aforesaid list during the remainder of the membership year in question. The deductions will begin with the first paycheck paid:

(a) 10 days after receipt of the aforesaid list by the City

or

(b) 30 days after the Fire Fighter begins his or her employment in a bargaining unit position, unless the Fire Fighter previously served in a bargaining unit

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position and continued in the employ of the City in a non-bargaining unit position, or was on layoff, in which event the deductions will begin with the first paycheck paid 10 days after the resumption of the Fire Fighter's employment in a bargaining unit position, whichever is later.

3. Termination of Employment. If a Fire Fighter who is required to pay a representation fee terminates his or her employment with the City before the Union has received the full amount of the representation fee to which it is entitled under this Article, the City will deduct the unpaid portion of the fee from the last paycheck paid to said Fire Fighter during the membership year in question.

4. Mechanics. Except as otherwise provided in this Article, the mechanics for the deduction of representation fees and the transmission of such fees to the Union will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the Union.

5. Changes. The Union will notify the City in writing of any changes in the list provided for in paragraph 1 above and/or the amount of the representation fee, and such changes will be reflected in any notice.

6. Probationary Fire Fighters. On or about the last day of each month, beginning with the month this

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Agreement becomes effective, the City will submit to the Union a list of all Probationary Fire Fighters who began their employment in a bargaining unit position during the preceding 30 day period. The list will include names, job titles, and dates of employment for all such Probationary Fire Fighters.

7. Indemnification. The Union will indemnify, defend and save the City harmless against any and all claims, demands, suits or other forms of liability that will arise out of or by reason of action taken by the City in accordance with the instructions of the Union pursuant to this Article.

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ARTICLE 7

NON-DISCRIMINATION

A. Neither the City nor the Union will discriminate against any Fire Fighter due to that employee's membership, non-membership, participation, lack of participation, or his or her refraining from activity on behalf on the Union.

B. The City will have the right to take disciplinary action in accordance with City policy, the Rules and Regulations of the Department, and Civil Service Rules, for just cause. This paragraph shall only apply to disciplinary action which is not reviewable to Civil Service.

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ARTICLE 8
MANAGEMENT RIGHTS

A. The City hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the laws and Constitution of the State of New Jersey and of the United States.

B. The exercise of the foregoing powers, rights, authorities, duties and responsibilities of the City, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith will be limited only to the specific and express terms of this Agreement, and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of New Jersey and of the United States.

C. The City will revise and republish the 1937 Book of Rules after consultation with the Uniformed Fire Fighters Association of Jersey City, Local 1066, I.A.F.F., AFL-CIO, CLC, and distribute copies to all Fire Fighters, who shall sign receipts for their copy and be responsible for its content. Upon severance for any reason, the Fire Fighter shall return the Book of Rules. Failure to return the Book will result in withholding of any payments due the Fire

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Fighter.

D. The appearance, length and style of hair of Fire Fighters under the jurisdiction of this Agreement will be that as described in Fire Department General Orders and as may be amended from time to time after consultation with the Union.

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ARTICLE 9

WORK WEEK

A. Line Fire Fighters.

1. The normal work week for all Fire Fighters who are line Fire Fighters will consist of forty-two (42) hours per week over an eight (8) week cycle.

2. The work schedule for all Line Fire Fighters will be twenty-four (24) hours on duty immediately followed by seventy-two (72) hours off duty, which is again immediately followed by twenty-four (24) hours on duty, and so on.

3. The work day for all Line Fire Fighters will begin at 0800 hours and continue through 0800 hours the following day.

B. Central Office Alarm Operators.

1. The work week will be 33.6 hours per week over a five (5) week cycle. Total for five (5) weeks is 168 hours, divided by five (5) weeks equals 33.6 hours.

2. Two (2) operators will be assigned to each group (10 operators). The remaining operators will be known as covering operators and will be assigned to various groups by the communications officer. They will be assigned to various groups as the need arises, i.e., vacations, compensatory days, sick leave, etc.

C. All Other Fire Fighters (Detail Personnel).

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1. The normal work week for all other Fire Fighters shall consist of forty (40) hours per week.

2. The work week for all other Fire Fighters shall be scheduled as a Monday to Thursday or Tuesday to Friday work schedule.

3. The work day will be ten (10) hours and shall commence not earlier than 7:00 a.m. and end not later than 7:00 p.m.

4. A Fire Fighter assigned to this work week schedule shall be entitled to a one (1) hour lunch period during his ten hour shift. This lunch period shall be scheduled on a staggered basis during the middle of the work day to insure proper Fire Fighter coverage.

5. The Director and/or the Office of the Chief shall determine the number of Fire Fighters assigned to a Monday to Thursday or Tuesday to Friday work schedule. Those Fire Fighters who work this work schedule shall be permitted to bid for either of the two work week schedules pursuant to Article 18.

D. Fire Fighters will be entitled to up to ninety (90) minutes early relief upon the arrival of his/her relief, provided no claim for overtime compensation results from his/her relief.

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ARTICLE 10

VACATIONS

A. 1. Annual vacation will be granted in accordance with the following schedule for all Fire Fighters except alarm operators and detail personnel as described in Article 9:

a. Up to the end of the first calendar year - One (1) 24 hour tour for each two (2) months of service.

b. One (1) year of service to the end of five (5) years of service - Thirteen (13) 24 hour tours.

c. After five (5) years of service - Fifteen (15) 24 hour tours.

d. On January 1, vacation time for each Fire Fighter becomes vested for the ensuing year.

e. Drawing shall start upon completion of transfers in each group.

2. a. All vacations shall be drawn by lot. There shall be three (3) drawings for the order of choice. Fire Fighters may request a special four (4) 24 hour tours vacation during the Spring (#1) or Fall (#3) vacation periods in lieu of the Summer (#2) vacation period. Such requests must be submitted to the Battalion Chief before any part of the vacation lottery begins.

b. One (1) additional vacation slot will be assigned during each off season vacation period for these vacations, namely, six (6) in the Spring (#1) and seven (7)

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in the Fall (#3).

c. These slots may be used only for this purpose.

3. It is the purpose of this Article to prevent the depletion of manpower below critical limits. For this reason, all battalions shall limit the number of Fire Fighters going on vacation to the quotient of the number of Fire Fighters in the battalion divided by:

six (6) in period #1

four (4) in period #2

seven (7) in period #3

4. One (1) vacation is to be drawn from each of the three (3) designated periods. The method of establishment of the order of choice for Fire Fighters' vacation shall be as follows:

a. A drawing shall be conducted in each company in each group to determine the order of choice in each company group, and the drawees shall be assigned their respective numbers.

b. There shall be a drawing at the battalion level to determine the order of choice by numbers, by companies. It is emphasized that these drawings only determine order of choice.

5. Fire Fighters on restricted duty and special assignment shall be entitled to the number of consecutive days to which line Fire Fighters are entitled.

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6. After vacations have been selected, approved and submitted, they may not be exchanged except for reasons classified as "extenuating circumstances" (including sick leave) satisfactory to and approved by the Chief of the Department.

7. Military leaves shall not interfere with vacations.

8. Tabulations of vacations for all Fire Fighters shall be forwarded to the Office of the Chief.

B. Vacation periods for central office operators shall be as follows:

ten (10) working days - Spring

six (6) working days - Summer

Eight (8) working days - Fall

1. All vacations will be drawn by lot. There shall be three (3) drawings for order of choice.

2. It is the purpose of this order to prevent the depletion of manpower below the critical limits. For this reason, all periods shall limit the number of operators going on vacation to the quotient of the number of operators divided by:

seven (7) in period #1 (Spring)

four (4) in period #2 (Summer)

six (6) in period #3 (Fall)

3. After vacations have been selected, approved and submitted, they may not be exchanged except for reasons

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classified as "extenuating circumstances" (including sick leaves) satisfactory to and approved by the Chief of the Department.

4. Tabulations of vacation drawings for all personnel shall be forwarded to the Office of the Chief.

C. Annual vacation will be granted to all detail personnel, as set forth in Article 9, in accordance with the current practice with such modification as is necessary under the work schedule set forth in this Agreement.

D. 1. Any Fire Fighter beginning his/her twenty-second (22nd) year of service will have the option of deferring his/her vacation to a maximum of fifteen (15) days.

2. Fire Fighters may defer an entire vacation (15 days) to be banked for retirement purposes, or they may elect to defer one (1) vacation period per year until a maximum of fifteen (15) days are deferred.

3. Any Fire Fighter who has already served more than twenty-two (22) years and has deferred his/her vacations, will be allowed to apply these vacations toward the fifteen (15) day maximum deferment.

4. Fire Fighters wishing to participate in this program must notify the Office of the Chief in writing during December of the year before they wish to start deferring vacations.

5. The City will supply to all Fire Fighters a

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written record of all deferred vacations as of January 31st
of each year.

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ARTICLE 11
INSURANCE & BENEFITS

A. Whenever Fire Fighters are required to use their personal vehicles in the scope of their employment, the City will provide liability insurance coverage on said personal vehicles, so that the Fire Fighters will not suffer economic damage for having to use their cars in the scope of their employment. Any such use of personal vehicles shall be authorized in writing by the Director of Fire.

B. The City will supply to Fire Fighters all necessary legal advice and counsel in the defense of or the settlement of claims for personal injury, death or property damage arising out of or in the course of their employment, and the City will pay and satisfy all judgments, except punitive damages, against the Fire Fighters from such claims.

C. Hospitalization. The Fire Fighters will receive fully paid Blue Cross, Blue Shield and Major Medical and Rider "J" to cover themselves and their dependents. The City reserves the right to replace the instant carrier with any other carrier, provided substantially similar benefits are provided to the Fire Fighters.

D. Life Insurance. The City will provide for life insurance in the amount of \$10,000.00 and additional accidental death and dismemberment insurance in the amount of \$10,000.00 for each Fire Fighter. It is the intent of

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the City to provide each Fire Fighter with a \$5,000.00 life insurance policy upon regular retirement, provided that this is not in conflict with State law.

E. The benefits and protection of N.J.S.A. 40A:14-16, as amended, are to be afforded Fire Fighters as if set forth in full herein.

F. Linen. The City will provide linen service to all Fire Houses.

G. The City will provide the Local Union with the sum of \$360.00 per annum per Fire Fighter of the bargaining unit to provide a service known as a "Supplemental Benefit Plan".

H. Prescription Plan. The City will provide the Local Union prescription insurance with a two (\$2.00) dollar co-payment.

I. Dental Plan. The City will provide the Local Union with the open and closed currently established plans.

J. Fire Fighters in the unit will receive said benefits upon completion of the sixtieth (60th) day of service as a Fire Fighter for the City of Jersey City.

K. Fire Fighters must be on the payroll since the first pay of the month to be eligible to receive the benefits for that month.

L. Upon execution of this Agreement, the Union shall provide the Business Administrator of the City with copies of the most recent independent audits of each of the benefit funds set forth herein. Thereafter, the Business

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Administrator of the City will be provided with a copy of each annual audit upon its receipt by the Union.

M. The City may undertake to provide directly the benefits provided through the Funds. This option shall be available upon the condition that the benefits put forth by the City are equal to or better than those currently provided by the Fund, and is in the nature of an "open panel" program. The Union shall have the right to negotiate with the City as to the equality of the level of benefits. Should these negotiations reach an impasse, either party may submit the matter to arbitration in accordance with the grievance procedure set forth in Article 29.

N. If the City exercises its option to provide the benefits it had funded, it shall eliminate its contribution to that Fund.

O. The Union agrees to provide the City with ninety (90) days notice of the termination of any existing contract with providers. The City shall have thirty (30) days in which to invoke its options pursuant to paragraph I. If the City assumes responsibility for providing any benefits hereunder it will hold the Union and its Trustees harmless from any claims of either providers or beneficiaries resulting from such takeover.

P. The City and the Union agree to the continued existence of an Employees' Assistance Program. It is understood that the Employees' Assistance Program will

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provide for a maximum of two (2) entries into the program with a maximum duration of 45 calendar days of in-patient care for each entry. All other details of the program will be as agreed to by the Union and the City from time to time.

Q. Effective January 1, 1988, Fire Fighters will be provided with a sum of five hundred eighty (\$580.00) dollars clothing allowance. The sum of two hundred ninety (\$290.00) dollars will be paid on the first Thursday after the Council meeting in January, and the additional two hundred ninety (\$290.00) dollars will be paid on the first Thursday after the Council meeting in July for the duration of this Agreement.

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ARTICLE 12
INJURY AND SICK LEAVE

A. If a Fire Fighter is incapacitated and unable to work because of an injury sustained in the performance of his fire fighting duties, he/she will be entitled to injury leave with full pay during the period in which he/she is unable to perform such duties. Such leave, not to exceed one (1) year, will be determined by the Director of the Division of Medical Services and the Director of Fire. Such leave will not be arbitrarily or unreasonably withheld. In the event the Fire Fighter receives worker's compensation with regard to said injury, such temporary disability checks will be returned to the City for so long as the Fire Fighter remains on injury leave.

B. Fire Fighters will be granted sick leave without loss of pay whenever they are unable to work for reasons of health, up to one (1) year for each illness, pursuant to N.J.S.A. 40A:14-1. Such leave will be determined by the Director of the Division of Medical Services, and the Director of Fire. Such leave will not be arbitrarily or unreasonably withheld.

C. Fire Fighters suffering from heart and lung disease, along with those with Jersey City Fire Department job-connected disabilities, will not be placed before the Pension Board for such disability-related severance, except

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upon their own request. The number of such heart and lung affected Fire Fighters and those with Jersey City Fire Department job-connected disabilities will have no limitation on the Uniformed Force.

D. Any Fire Fighter who is injured in the line of duty and is transported to a hospital will be accompanied by a Fire Fighter and/or Fire Officer.

E. All use of injury and sick leave pursuant to this Article shall be in accordance with procedures established by General Orders of the Department.

F. The rights granted to Fire Fighters hereunder shall not preclude the right of the City to take appropriate action to remove from the payroll Fire Fighters who are either on special assignment or on paid leave after no more than (6) months from the original date of injury or leave, provided the Fire Fighter is permanently disabled.

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ARTICLE 13
SPECIAL ASSIGNMENTS

A. The City believes that in order to effectively run a Fire Department, the maintenance of certain institutions are in the best interest of the City. Therefore, the City agrees that it will endeavor to maintain a training school, central office alarm operators, Fire Prevention and Hotel Bureau, repair shop, Division of Medical Services, Community Relations Bureau, Chief's staff, Planning & Research Division, hose shop, Director's Office, and necessary and proper clerical positions staffed with uniformed Fire Fighters as necessary, in the discretion of management.

B. Any Fire Fighter permanently assigned to such special assignment who is reassigned therefrom due to a contraction of the work force will be placed on a preferential list and returned to the special assignment in the event of a vacancy.

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ARTICLE 14

MUTUAL EXCHANGES OF TOURS OF DUTY

A. Mutual exchanges of tours of duty for Fire Fighters will be permitted., However, Fire Fighters making such exchanges will have equal qualifications to serve in each other's place.

B. Exchange of tours will be for twenty-four (24) hour periods only, from 0800 until 0800. There will be no partial exchanges of tours.

C. Exchange of tours will neither be requested nor granted for any period of time, during which either Fire Fighter involved in the exchange is scheduled for formal training.

D. There will be a limitation that no Fire Fighter involved in a mutual exchange will work more than twenty-four (24) consecutive hours.

E. The Fire Fighter involved in a mutual exchange shall be limited to initiating two (2) mutual exchanges and two (2) paybacks during a calendar year. Requests for mutual exchange of tours shall be in writing and shall specify the payback date. All paybacks shall be made within one hundred eighty (180) days.

F. Under normal circumstances, seventy-two (72) hour notification in writing will be required by the Deputy Chief concerned. In case of extreme emergency, the Deputy Chief

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on duty may waive the seventy-two (72) hour notification.
The Fire Fighter requesting the mutual exchange shall follow
up an emergency request with a written request submitted to
his Deputy Chief.

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ARTICLE 15

TEMPORARY REASSIGNMENTS AND TRANSFERS

A. For the purpose of replacement of Line Fire Fighters on compensatory time, leave and vacations, transfers will be made from a rotating list in each house, in accordance with qualifications. Fire Fighters will have the right to return to their permanent assignment at the end of one vacation period.

B. Temporary reassignments will be made from the group and company designated by the Department by offering the position to all Fire Fighters in order of seniority. In the event no Fire Fighter accepts the temporary reassignment, the least senior Fire Fighter will be reassigned. No temporary reassignment will be made for more than twelve (12) months.

C. Changes requested by the Union will be given consideration by the City.

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ARTICLE 16
PERMANENT REASSIGNMENT

A. On October 1st of each year, all line vacancies will be posted for bidding, in accordance with the system set forth herein.

B. All line vacancies will be posted for a fifteen (15) day period for bidding. At the close of the fifteenth (15th) day, all bids will be closed. The Chief will then have up to eight (8) days in which to process applications, and on or before the ninth (9th) day, the Department will post a notice awarding the transfers.

C. Also on or before the ninth (9th) day, a notice will be posted opening for bids the vacancies created by the first round of transfers as stated above. The same procedure will be followed, as stated, for processing.

D. The above procedures will be followed for the third (3rd) and final round of bids.

E. A vacancy will be determined by the Department, after consultation with the Union.

F. No physical transfers of Fire Fighters, in accordance with this procedure, will take place until the next succeeding tour following January 1st.

G. Fire Fighters who wish to apply for training in those areas in which they wish to be qualified for purposes of new assignments may apply for such training, and their

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application will be afforded priority consideration.

H. Assignment of probationary Fire Fighters will be on a temporary basis. However, probationary Fire Fighters hired prior to May 1st will be afforded the privilege to bid as of October 1st of that calendar year for a permanent reassignment, and occupy same.

I. An annual roster will be published in the month of March designating the assignment and status of each Fire Fighter.

J. A Fire Fighter bidding for a position must serve in the position during the one (1) year period following the bid.

K. All Union officials on special assignments will not lose their permanent assignment for their duration in office.

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ARTICLE 17

FUNERAL LEAVE

A. In the event of a death in the Fire Fighter's immediate family, said Fire Fighter will be granted time off from the day of death up to and including the day after the funeral, but not to exceed five (5) calendar days.

B. Immediate family, for purposes of this Section, will be defined as follows: parents, spouse, child, sister, brother, mother-in-law, father-in-law, grandparents, spouse's grandparents, grandchildren, sister-in-law, brother-in-law, son-in-law, and daughter-in-law, or any other relatives residing in the immediate household of the Fire Fighter.

C. One (1) 24 hour tour off will be granted any Fire Fighter for attendance at the funeral services of an aunt, uncle, niece, or nephew of the Fire Fighter or his spouse. This tour will be granted for the day of the funeral service if necessary for attendance.

D. Reasonable verification of the event and the familial relationship must be submitted within five (5) calendar days of the Fire Fighter's return to work.

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ARTICLE 18
MILITARY LEAVE

A. Fire Fighters ordered to active duty by a component of the United States Armed Forces will be granted leave without pay for the period of such service.

B. The City hereby agrees to grant military leave for field training to Fire Fighters in accordance with New Jersey State Statute.

C. All members of the National Guard or Reserves will be granted time off with full pay to attend required drills. Such time off will be in addition to vacation, sick, and administrative leave. The Director will, however, reschedule a Fire Fighter's hours and days of work in order to enable the Fire Fighter to attend drills and still fulfill all employment responsibilities without need for additional time off.

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ARTICLE 19

RETIREMENT

A. Fire Fighters will retain all pension rights under New Jersey State laws and ordinances of the City of Jersey City.

B. The City will provide a laminated ID card indicating that the Fire Fighter is retired from the Jersey City Fire Department.

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ARTICLE 20

HOLIDAYS & COMPENSATORY TIME OFF

A. All Line Fire Fighters, in addition to their regular wages, will receive fourteen (14) holidays, ten (10) of which will be given as compensatory days off and four (4) of which will be paid in cash at straight time rates, based upon 8.4 hours, during the month of December. All compensatory days will be credited to Fire Fighters on January 1st of each year. Unused compensatory time off will accumulate from year to year and will be granted to each Fire Fighter prior to his retirement.

B. Central office alarm operators shall be construed as Line Fire Fighters.

C. Should the City declare an additional holiday for any other City employees, the Fire Fighters herein will receive the full amount of additional time off as a compensatory day.

D. All special assignment Fire Fighters shall, in addition to the holidays set forth in Paragraph A above, receive the following days as holidays and be entitled to the day off with no loss of pay if scheduled to work on that day.

1. New Year's Day
2. Good Friday
3. Memorial Day
4. July Fourth
5. Labor Day
6. Thanksgiving Day
7. Christmas Day

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E. A compensatory day is defined as either a ten (10) or fourteen (14) hour tour for line Fire Fighters. For all other Fire Fighters, a compensatory day shall equal the length of their daily tour.

F. Eight (8) days notice must be given to the Department head, or his/her representative, by a Fire Fighter requesting compensatory time off. The Fire Fighter must be advised of the approval or disapproval of his/her compensatory time off request within four (4) days after it is submitted. Compensatory time off for Line Fire Fighters will be granted on a ten (10) hour day or fourteen (14) hour night.

G. The City will grant the request of any Fire Fighter to use compensatory days off until the minimum manpower required by this Agreement for the City-wide tour is reached. Thereafter, the City will grant an additional ten (10) Fire Fighters, City-wide by tour, the right to use compensatory days during the period of summer vacations. At all other times, the City will grant the requests of twenty-five (25) Fire Fighters, City-wide by tour, below minimum strength, the right to use compensatory days off, except on holidays as set forth below:

1. Thanksgiving Day and night.
2. Easter Day and night.
3. Christmas Eve.
4. Christmas Day and night.
5. New Year's Eve.
6. New Year's Day.

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H. The draw system will be used in granting compensatory days off on holidays and the evenings before the holidays. Section C will not apply to Section D.

I. Overtime granted to compensate for compensatory time below minimum manpower strength will be drawn only from Fire Fighters who are not scheduled to work the tour immediately preceeding or following the tour to be worked on overtime.

J. Compensatory time off may be cancelled by the Fire Chief or Director under emergency conditions. An emergency will mean a situation that neither the City nor the Fire Fighters have control over, i.e., an act of God, a local catastrophe, or any unforeseen act that cannot be anticipated.

K. Cancellation of compensatory time will be granted if requested by the Fire Fighter no later than the end of the Fire Fighter's last full 24 hour tour prior to the scheduled compensatory time.

L. The City will supply to all Fire Fighters a written record of all time owed them (compensatory time, vacations, etc.) as of January 31st of each year.

M. The City shall permit Fire Fighters of the bargaining unit to buy back compensatory time which they have accumulated on a system to be jointly developed by the Union and the City. The maximum annual obligation of the City under this system shall be \$250,000.00 per year, which is not cumulative.

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ARTICLE 21

SALARIES, LONGEVITY AND SERVICE DIFFERENTIAL

A. For 1988, Fire Fighters will receive compensation in accordance with the following components:

1. Base Salary.

<u>Year of Service</u>	<u>Base Pay</u>	<u># of Employees</u>
1st year	\$20,670	75
2nd year	22,260	0
3rd year	25,760	0
4th year	27,050	40
5th year	28,725	0
6th year	32,010	0
7th year	35,500	479

2. Longevity. Longevity will be computed as a percentage of base pay in accordance with the following schedule:

<u>Beginning First Day of Year</u>	<u>Through Last Day of Year</u>	<u>Percent of Base Pay</u>
4	7	2
8	11	4
12	15	6
16	19	8
20	22	10
23	24	12
25	each thereafter	14

3. Service Differential. Fire Fighters shall receive a service differential computed as a percentage of base pay in accordance with the following schedule:

<u>Beginning First Day of Year</u>	<u>Through Last Day of Year</u>	<u>Percent of Base Pay</u>
5	11	1.0%
12	15	1.5%
16	each year thereafter	2.0%

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B. For 1989, Fire Fighters will receive compensation in accordance with the following components:

1. Base Salary.

<u>Year of Service</u>	<u>Base Pay</u>	<u># of Employees</u>
1	\$22,120	0
2	23,820	(75)*
3	30,740	(40)**
4	34,250	(0)
5	38,000	(479)

*Employees who earned \$20,670 in 1988 will be placed at this step.

**Employees who earned \$27,050 in 1988 will be placed at this step.

2. Longevity. Longevity will be computed as a percentage of base pay in accordance with the following schedule:

<u>Beginning First Day of Year</u>	<u>Through Last Day of Year</u>	<u>Percent of Base Pay</u>
4	7	2
8	11	4
12	15	6
16	19	8
20	22	10
23	24	12
25	each thereafter	14

3. Service Differential. Fire Fighters shall receive a service differential computed as a percentage of base pay in accordance with the following schedule:

<u>Beginning First Day of Year</u>	<u>Through Last Day of Year</u>	<u>Percent of Base Pay</u>
5	11	1.0%
12	15	1.5%
16	each year thereafter	2.0%

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C. For 1990, Fire Fighters will receive compensation in accordance with the following components:

1. Base Salary.

<u>Year of Service</u>	<u>Base Pay</u>	<u># of Employees</u>
1	\$23,500	0
2	26,500	0
3	29,490	75*
4	33,070	0
5	(36,650) \$36,957	40**
6	(40,650) \$41,400	479

*Those employees who earned \$23,820 in 1989 will move to this step.

**Those employees who earned \$30,740 in 1989 will move to this step.

2. Longevity. Longevity will be computed as a percentage of base pay in accordance with the following schedule:

<u>Beginning First Day of Year</u>	<u>Through Last Day of Year</u>	<u>Percent of Base Pay</u>
4	7	2
8	11	4
12	15	6
16	19	8
20	22	10
23	24	12
25	each thereafter	14

3. Service Differential. Commencing January 1, 1990, there shall no longer be a service differential. The base pay noted in C1 above at step five shall be increased by \$307 to \$36,957, and at step 6 shall be increased by \$750 to \$41,400. Longevity shall be calculated on the increased figure.

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D. A Fire Fighter who is hired up to October 31 of any year will be given full credit for the year of service retroactive to January 1 of that year. Anyone hired thereafter will receive no credit for that year, but will receive credit on the January 1st following the first anniversary of the date of hire.

E. The City will provide to those Fire Fighters requesting same, electronic transfer of their paychecks and related payments from the City of Jersey City to any financial institution covered by the Federal Deposit Insurance Corporation (F.D.I.C.) and related laws, provided that the City has the capability of doing so.

F. All Fire Fighters of the bargaining unit will receive their pay checks by 3:00 p.m. every other Thursday.

G. The City will endeavor to deliver special checks by 3:00 p.m. on the date received in fire headquarters.

H. The City will endeavor to provide a breakdown on all checks as to what is included in the pay in said check (overtime, etc.).

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ARTICLE 22

OVERTIME PROCEDURE AND RECALL

A. Overtime. All time in excess of a twenty-four (24) hour tour will be compensated at overtime rates, which will be equal to one and one-half (1 1/2) times the regular rate of pay per hour for Fire Fighters. For the purpose of this Article, any part of an hour will be considered a full hour.

B. Special Assignment Fire Fighters will be compensated at overtime, equal to time and one-half for all hours worked over forty (40) hours per week.

C. An accurate record will be kept of all overtime worked by Fire Fighters, and it will be logged in the Company Journal, Captain's Journal, and forwarded to the Battalion Chief. All overtime will be authorized in advance by the Chief of the Department or his designee.

D. For the purpose of computing overtime, Fire Fighters are not to be considered relieved from duty until fifteen (15) minutes after they return to quarters.

E. The City will maintain a single overtime list. The Communications Officer will immediately change all overtime procedures to utilize one (1) list for all groups.

F. It is agreed that if the need arises, hiring for overtime from two (2) lists could be revived in the future.

G. Recall. If a Fire Fighter is recalled to duty, he will receive a minimum of four (4) hours pay at time and

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one-half. Recall procedure will be as defined in General Order No. 87-34.

H. All Fire Fighters will be subject to emergency call to duty at the discretion of the Fire Department.

I. Fire Fighters required to attend court on official City business during other than their regular scheduled work time will be compensated at the rate of time and one-half for the time spent in court, with a four (4) hour minimum for each each appearance.

J. The City shall endeavor to pay regular overtime in the second pay period following the pay in which the overtime was worked.

K. Fire Fighters working overtime will be relieved fifteen (15) minutes prior to the hour.

L. Present overtime practice will continue unless otherwise agreed to by the parties.

M. In the event overtime will be paid any Fire Fighter in excess of any normal working day, he/she will remain on duty for this period, excluding wash-up time.

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ARTICLE 23

SAFETY AND HEALTH COMMITTEE

A. The City will appoint two (2) people, and the Union will appoint two (2) Fire Fighters, which will constitute the "Safety and Health Committee".

B. The Safety and Health Committee will be charged with the establishment and implementation of a safety program.

C. The Safety and Health Committee will meet quarterly at Fire Headquarters at 10:00 a.m.

D. The City will install in all new fire houses an adequate exhaust system to carry off fumes emitted by fire apparatus on their normal response to and from emergencies.

E. In any smoke inhalation case affecting a Fire Fighter within the unit, such Fire Fighter will be taken immediately out of service and given a complete examination. In cases where chest pains are reported by a Fire Fighter, such Fire Fighter will be immediately taken out of service and provided with complete and thorough examinations at the expense of the City to assure the health and safety of such Fire Fighter.

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ARTICLE 24
CREW REQUIREMENTS

A. The City will maintain a minimum crew of three (3) Fire Fighters per apparatus at all times.

B. "Apparatus" shall be defined as regular pumper engines, and hook and ladder trucks. It shall not include hose carriers, mini-pumpers, etc.

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ARTICLE 25

CONTRACTUAL GRIEVANCE PROCEDURES

A. Purpose

1. The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to the problems which may arise affecting the terms and conditions of this Agreement, and to resolve grievances as soon as possible so as to assure efficiency and promote Fire Fighters' morale. The parties agree that this procedure will be kept as informal as may be appropriate.

2. Nothing contained herein will be construed as limiting the right of any Fire Fighter having a grievance to discuss the matter informally with the Director or Chief of Department, and having the grievance adjusted, provided the Union is present and the settlement does not violate the contract.

B. Definition. The term "grievance" as used herein means any controversy arising over the interpretation or adherence to the terms and conditions of this Agreement and may be raised by any Fire Fighter or the Union.

C. Steps of the Grievance Procedure. The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement and will be followed in its entirety unless any step is waived by mutual consent.

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Step One

1. A grievant will institute action under the provisions hereof by submitting a written grievance within thirty (30) days after the grievant became aware, or should have become aware, through diligent inquiry, but in no event more than sixty (60) days after the occurrence of the event being grieved, and an earnest effort will be made to settle the difference between the aggrieved and the immediate supervisor for the purpose of resolving the matter informally. Failure to act within the period set forth above will be deemed to constitute an abandonment of the grievance.

2. The immediate supervisor will render a decision in writing within five (5) days after receipt of the grievance.

Step Two

1. In the event the grievance is not settled through Step One, it will be filed with the Deputy Chief within five (5) days following the determination by the immediate supervisor.

2. The Deputy Chief, or his designee, will render a decision in writing within five (5) days from receipt of the grievance.

Step Three

1. In the event the grievance has not been resolved through Steps One and Two, then within five (5)

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days of receipt of the determination of the Deputy Chief, or his designee, the matter may be submitted to the Chief of the Department or the Director.

2. The Chief and/or Director will submit a written answer within ten (10) days from receipt of the grievance.

Step Four

1. If the grievance is not settled through Steps One, Two and Three, either party may refer the matter to the State Board of Mediation within ten (10) days after the determination by the Director or Chief. An Arbitrator will be selected pursuant to the rules of the State Board of Mediation.

2. However, no arbitration hearing will be scheduled sooner than thirty (3) days after the final decision of the Director. In the event the aggrieved elects to pursue his Civil Service remedies, the arbitration hearing will be cancelled and the matter withdrawn from arbitration, and the Union will pay all costs incurred by the City as a result of such improper submission.

3. The Arbitrator so selected shall confer with the representatives and hold hearing promptly, and shall issue his decision no later than thirty (30) days from the date of the close of the hearing, or, if oral hearings have been waived, then from the date the final statements and proofs on the issues are submitted to him.

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The Arbitrator's decision shall be in writing, and shall set forth his findings of fact, reasoning and conclusions on the issues submitted. The Arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of or adds to the terms of this Agreement. He shall be bound by the provisions of this Agreement and restricted to the application of the facts presented to him involving the grievance, and render a decision in accordance with the weight of the evidence. The decision of the Arbitrator shall be submitted to the City and the Union, and shall be final and binding on both parties.

4. The costs for the services of the Arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses, and the cost of the hearing room shall be born equally by the City and the Union. Any other expenses incurred shall be paid by the party incurring them.

5. Nothing herein will prevent any Fire Fighter from pressing his own grievance, provided that the Union may be present at such hearings, and further provided that no settlement with any such individual Fire Fighter shall violate this Agreement.

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ARTICLE 26

NON-CONTRACTUAL GRIEVANCE PROCEDURE

A. Purpose

1. The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to the problems which may arise affecting the terms and conditions of this Agreement, and to resolve grievances as soon as possible so as to assure efficiency and promote Fire Fighters' morale. The parties agree that this procedure will be kept as informal as may be appropriate.

2. Nothing contained herein will be construed as limiting the right of any Fire Fighter having a grievance to discuss the matter informally with the Director or Chief of the Department, and having the grievance adjusted, provided the Union is present and the settlement does not violate the contract.

B. Definition. The term "grievance" as used herein means any controversy arising over the interpretation or adherence to, or the application of, the City's policies or administrative decisions to any non-contractual terms and conditions of employment of Fire Fighters covered by this Agreement.

C. Steps of the Grievance Procedure

Step One

1. An aggrieved Fire Fighter will institute

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action under the provisions hereof within thirty (30) days after grievant became aware, or should have become aware, through diligent inquiry, but in no event more than sixty (60) days after the occurrence of the grievance, and an earnest effort will be made to settle the difference between the aggrieved Fire Fighter and his immediate supervisor for the purpose of resolving the matter informally. Failure to act within said periods set forth above will be deemed to constitute an abandonment of the grievance.

2. The immediate supervisor will render a decision in writing within five (5) days after receipt of the grievance.

Step Two

1. In the event the grievance is not settled through Step One, it will be filed with the Deputy Chief within five (5) days following the determination by the immediate supervisor.

2. The Deputy Chief, or his designee, will render a decision in writing within five (5) days from receipt of the grievance.

Step Three

1. In the event the grievance has not been resolved through Steps One and Two, then within five (5) days of receipt of the determination of the Deputy Chief, or his designee, the matter may be submitted to the Chief of the Department and the Director.

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2. Any such grievance shall be submitted within five (5) days to a committee consisting of one (1) representative of the Union and one (1) representative of management who will review the grievance and submit a written recommendation to the Director within five (5) days.

3. The Director will submit a written answer within ten (10) business days from receipt of the recommendation. The decision of the Director shall be final with respect to all non-contractual grievances.

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ARTICLE 27
TERMINAL LEAVE

A. All Fire Fighters who retire will receive a mandatory cash payment in lieu of time off for the number of years of service to the City based upon five (5) calendar days for each year of service. All Fire Fighters will also receive a mandatory cash payment in lieu of time off for any unused vacation time, to a maximum of the time to which the Fire Fighter is entitled for his last two (2) years of service. In addition to the above, all Fire Fighters will receive a mandatory cash payment for all unused compensatory time.

B. For purposes of this Agreement, any Fire Fighter who dies, and prior to his death was eligible for retirement, will be considered a retired Fire Fighter, and the estate of the deceased will receive the following:

1. All accumulated compensatory time.
2. Terminal leave in accordance with this Article.
3. All accumulated vacation time, including full vacation allowance for the year of death.

C. The City and the Union agree to explore a method by which retiring Fire Fighters shall have the option of receiving the benefits of this Article in a manner which will legally permit deferment of taxes.

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ARTICLE 28

TESTING

A. Promotional examinations for the next highest rank above Fire Fighter will be requested to the Civil Service Department every two (2) years.

B. A promotional list to the next highest rank will be maintained at all times.

C. The parties mutually agree that group testing of Fire Fighters will be permitted, but at no time will a Fire Fighter be penalized as a result of such testing.

D. Only qualified personnel will conduct instructions.

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ARTICLE 29

QUALIFICATIONS OF EMPLOYMENT

A. All conditions of employment presently in effect for entrance to the position of Fire Fighter will be maintained, subject to Federal Laws and State Laws, Municipal Ordinances, and Rules and Regulations.

B. A Fire Fighter's list will be consistent with Civil Service procedures.

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ARTICLE 30

SEPARABILITY AND SAVINGS

A. If any provision of this Agreement or any application of this Agreement to any Fire Fighter or group of Fire Fighters is held to be invalid by operation of law or by court order or other tribunal of competent jurisdiction, such provision will be inoperative, but all other provisions will not be affected thereby, and will continue in full force and effect. In the event a provision of this contract is deemed to be invalid, then, and in that event, the parties agree to meet within fifteen (15) working days to negotiate a provision to replace the one declared invalid.

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ARTICLE 31

BLOOD DONOR

A. Fire Fighters who donate blood with prior approval of the Department shall be afforded a twelve (12) hour recuperative period on special assignment immediately following the donation, if said twelve hours are scheduled work time. Every effort will be made, however, to insure that donations are made at the end of the employee's tour. This will not apply to Fire Fighters donating blood to the Fire Department's Blood Bank.

B. The City will provide space for the Fire Fighters Blood Bank drives, provided the space is available and ample notice is given. Permission from the Department will not be denied arbitrarily.

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ARTICLE 32

COMMENDATIONS AND HONORABLE MENTIONS

A. It is the desire of the City of Jersey City to award in a tangible way those of its Fire Fighters who perform their duties in an exemplary fashion.

B. Any Fire Fighter earning the award of Honorable Mention will receive two (2) days of compensatory time off.

C. Any Fire Fighter receiving a Commendation will receive one (1) compensatory day off.

D. The President of the Union will designate one (1) Fire Fighter to the Departmental Awards Committee.

E. The City and the Union, during the first week in January for the preceding year, will choose a "Fire Fighter of the Year" (Award) for his or her actions above and beyond the call of duty to the City of Jersey City and the Jersey City Fire Department. With this award and distinction, said Fire Fighter will receive an additional two (2) compensatory tours off (a tour consists of either a ten (10) hour day or a fourteen (14) hour night), above and beyond any time off received for his or her previous actions.

F. The current practice regarding an annual awards ceremony shall continue. However, the City and the Union shall agree to the scope of the ceremony and share the costs thereof.

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ARTICLE 33

DISCIPLINE

A. No Fire Fighter will be disciplined or discharged except for just cause. This paragraph shall apply to disciplinary action which is not reviewable to Civil Service.

B. No Fire Fighter will be called to a disciplinary meeting without a Union Representative present.

C. Disciplinary action, with the exception of verbal warnings, are to be presented on a "Disciplinary Action Form", with a copy made available to the Fire Fighter at the time of discipline, except in unusual circumstances.

D. The City will notify the Union in writing of any discharge or suspension within three (3) days (excluding weekends and holidays) after the Fire Fighter is discharged or suspended.

E. If a Fire Fighter is discharged or suspended, he or she may proceed to arbitration or Civil Service proceedings as provided by law, but not both.

F. No hearing will take place without the Union being first notified, and the Fire Fighter must be given sufficient time to receive counsel, no less than five (5) days, excluding weekends and holidays.

G. There will be two (2) types of hearings:

1. formal

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2. informal

H. Formal Hearings.

1. Formal hearing will be held before a tribunal of one (1) Fire Fighter and two (2) Fire Officers. There will be a transcript, taped or written, of all proceedings. A decision as to guilt will be rendered within one (1) hour of the close of formal presentation.s

2. The panel will recommend to the Director of Fire a suitable punishment if found guilty.

3. The Director of Fire will have the final discretion as to the penalty, which must be rendered within thirty (30) days of the close of trial.

I. Informal Hearings. Informal hearings will be conducted by the Director of Fire, with the Fire Fighter, and a Union representative present. There will be no written or taped record of the proceedings. The Fire Fighter retains the right to appeal as to the extent of the sentence to Civil Service, if applicable, or an arbitrator, but only to one.

J. Written Reprimands.

1. A written reprimand must be served upon the Fire Fighter within five (5) days of the occurrence for which the reprimand is being given.

2. The Fire Fighter will retain the right to appeal a written reprimand to the Director of Fire.

3. In all cases, a Fire Fighter will be allowed

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to respond in writing for the record.

K. Oral Reprimand. An oral reprimand will be jsut what it implies. There will be no written record, except in the journal where assigned.

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ARTICLE 34

CITY PROPERTY FIRE DEPARTMENT JURISDICTION

A. All Fire Houses will be provided with adequate locks for all windows and locks and keys for all doorways.

B. All sanitary facilities in the Fire House, such as toilets, showers, wash basins, etc., will be kept in good working order, and supplies will be maintained.

C. The City agrees to provide the following furnishings and replace such furnishings when deemed essential by the City:

1. Lockers
2. Beds, mattresses, blankets and pillows
3. Chairs
4. Tables
5. Lunchroom facilities
6. Kitchen equipment (refrigerators, stoves)

D. All major maintenance of Fire Houses will be maintained by other than Fire Fighters.

E. All quarters will have adequate heating and hot water.

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ARTICLE 35

FIRE FIGHTERS' BILL OF RIGHTS

A. Fire Fighters of the Force hold unique status as Fire Fighters in that the nature of their office and employment involves the exercise of a portion of the police powers of the municipality.

B. The wide ranging powers and duties given to the Department of its Fire Fighters involve them in all manners of contacts and relationships with the public. Out of these contacts may come questions concerning the actions of the Fire Fighters of the Force. These questions may require investigation by superior officers. In an effort to insure that these investigations are conducted in a manner which is conducive to good order and discipline, the following rules are hereby adopted:

1. The interrogation of a Fire Fighter of the Force will be at a reasonable hour, with the light of all circumstances involved, preferably when the Fire Fighter of the Force is on duty.

2. The Fire Fighter will be informed of the nature of the investigation before any interrogation commences. If the informant or complainant is anonymous, then the Fire Fighter will be so advised. Sufficient information to reasonably appraise the Fire Fighter of the allegations will be provided. If it is known that the

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Fire Fighter of the Force is being interrogated as a witness only, he or she will be so informed at the initial contact.

3. The questioning will be reasonable in length. Reasonable respites will be allowed. Time will also be provided for personal necessities, meals, telephone calls, and rest periods as are reasonably necessary.

4. The interrogation of the Fire Fighter will not be recorded.

5. The Fire Fighter of the Force will not be subject to any offensive language, nor will he or she be threatened with transfer, dismissal or other disciplinary punishment. No promise of reward will be made as an inducement to answering questions. Nothing herein will be construed to prevent the investigating superior officer from informing the Fire Fighter of the possible consequences of his acts.

6. If a Fire Fighter of the Force is under arrest or likely to be, that is, if he or she is a suspect or the target of a criminal investigation, he or she will be given his or her rights pursuant to the current decisions of the United States Supreme Court.

7. If a Fire Fighter, as a result of an investigation, is being charged with a violation of the rules and regulations, or is about to be so charged, he or she will be afforded an opportunity to consult with counsel or IAFF representatives before any further interrogation.

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C. A Fire Fighter may see his/her personnel file upon request by making an appointment to do so. If a Fire Fighter wishes to answer or supplement any material found in his/her personnel file, he/she may do so, and his/her written statement will become part of the personnel file, provided it is done within ten (10) calendar days of the date of the matter being answered.

D. A Fire Fighter's home telephone number and address will not be disclosed to any person who is not a member of the Jersey City Fire Department.

E. Disciplinary charges must be brought within thirty (30) days from the date of the alleged infraction, unless a continuing investigation results in charges which extends such period of time. In such case, charges must be filed fifteen (15) days after the close of the investigation.

F. No Fire Fighter will be subject to questioning with the use of any polygraph machines, psychological stress evaluators or similar lie-detector devices in internal investigations.

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ARTICLE 36

DEFECTIVE VEHICLES

A. It will be the responsibility of each Fire Fighter to immediately report any defective vehicles to their immediate superior.

B. In the event appropriate City authorities determine that a vehicle is in an unsafe operating condition, said vehicle will be removed from service and repaired.

C. Failure to report defects will result in disciplinary action.

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ARTICLE 37

FEDERAL FUNDING

A. The Union and the City agree to cooperate in the pursuit of Federal and State funds for the betterment of the Department.

B. All State and Federal monies received by the City for use in the Fire Service will be reported to the Union.

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ARTICLE 38

POLICE DUTIES

A. Fire Fighters will not be required to perform any police duties, except in the issuance of summonses in accordance with those enumerated in New Jersey Statute 40A:14-30.

B. The City will not require a Fire Fighter to order the use of, direct the use of, or man, hose streams or any other devices or appliances, or to take part actively in the quelling of any civil disorder.

C. In addition to the police functions enumerated in this Article, no Fire Fighter will be required to close illegally opened fire hydrants, unless accompanied by a superior officer.

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ARTICLE 39
ACTING APPOINTMENTS

A. The practice of appointing Fire Fighters to higher rank in an acting capacity is discouraged, and it is agreed that such higher rank shall be filled as soon as possible, as provided by law.

B. A Fire Fighter serving in any acting capacity will for the first thirty (30) tours receive the entry level pay of the rank of Fire Captain hour for hour; for the thirty-first (31st) through the sixtieth (60th) tour, receive the middle level pay for the rank; and commencing the sixty-first (61st) tour, the top pay for the rank for service in an acting capacity.

C. A "tour" is defined as a ten (10) or fourteen (14) hour day/night (or day for any Special Assignment Fire Fighters). Thus, a twenty-four (24) hour tour would count as two (2) tours of duty for the purpose of this Article.

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ARTICLE 40

TUITION REIMBURSEMENT

A. The Business Administrator agrees to designate two (2) people, and the Union agrees to designate two (2) Fire Fighters who shall constitute a tuition reimbursement committee. This committee shall be charged with establishing equitable criteria for the administration of the program.

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ARTICLE 41
CONTRACT AGREEMENTS

A. In the event that the City and the Union have not by December 31, 1990 agreed upon the terms and conditions of employment of the Fire Fighters for the contract period commencing January 1, 1991, then the terms and conditions of this contract of employment will remain in full force and effect without prejudice until the negotiations, consummation and execution of said later contract.

B. This Agreement will be binding upon the successors and assigns of the parties hereto, and no provision, term or obligation herein contained will be affected, modified, altered or changed in any respect whatsoever by the consolidation, merger, transfer or assignment of either party hereto, or affected, modified, altered or changed in any respect whatsoever by any kind of change in management or governing entity of either party thereto, or by any change, geographical or otherwise.

C. The City and the Union will equally share the expense for printing 600 copies of this Agreement for distribution to all Fire Fighters of the Union and City administration. The City will receive 100 copies of said Agreement.

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ARTICLE 42

DURATION OF AGREEMENT

THIS AGREEMENT will be effective as of January 1, 1988 and will terminate on midnight December 31, 1990. Proposals for a successor Agreement may not be submitted prior to September 1, 1990.

Any provision of this Agreement may be changed, supplemented or altered, provided both parties mutually agree in writing at any time, and

It is agreed that not less than 30 months after the effective date of this Agreement, the City may reopen the Agreement as to the Work Schedule. If the City exercises this option, the Uniformed Fire Fighters Association may reopen the Agreement as to such wages and benefits as it may desire.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals at Jersey City, New Jersey, on this 28th day of APRIL, 1988.

UNIFORMED FIRE FIGHTERS
ASSOCIATION, LOCAL 1066,
I.A.F.F., AFL-CIO, CLC

CITY OF JERSEY CITY,
HUDSON COUNTY,
NEW JERSEY

BY: Joseph W. Krainik
JOSEPH W. KRAINIK, PRES.

BY: Anthony R. Cucci
ANTHONY R. CUCCI, MAYOR

WITNESS:

WITNESS:

Donald Venice
DONALD VENICE, V.P.

Louis Ippolito
LOUIS IPPOLITO, DIR. OF LABOR
RELATIONS

attest:

Helen J. Kogman

AWK
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